

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re:	:	BANKRUPTCY NO. 17-10514TPA
	:	
B.L. GUSTAFSON, LLC. d/b/a	:	THE HONORABLE THOMAS P. AGRESTI
PRIORITY CARE AMBULANCE,	:	
Debtor	:	CHAPTER 11
	:	
v.	:	DATE and TIME OF HEARING:
	:	Thursday, March 22, 2018 at 11:00 a.m.
HAMLIN BANK & TRUST	:	
COMPANY,	:	RESPONSES DUE:
Movant	:	
	:	RELATED TO CLAIM NO. _____
v.	:	
	:	
B.L. GUSTAFSON, LLC. d/b/a	:	
PRIORITY CARE AMBULANCE; and	:	
BRIAN GUSTAFSON,	:	
Respondents	:	

**ORDER GRANTING CONDITIONAL RELIEF FROM STAY**

AND NOW, to-wit, this \_\_\_\_ day of March, 2018, upon consent of counsel, after hearing on the Motion for Relief from the Automatic Stay Pursuant to 11 U.S.C. §362(d) filed by the Movant, Hamlin Bank & Trust Company, (hereinafter "Movant") at Document No. \_\_\_\_\_.

It is hereby ORDERED, ADJUDGED and DECREED that said Motion is granted and therefore the automatic stay is terminated as it affects the interest of the Movant with respect to personal property identified a 1995 Ford E-350 Modular Ambulance with V.I.N. No. 1FDKE30F3SHA76490 and a 2000 Ford F-350 Modular Ambulance with V.I.N. No. 1FDWF37F2YED06261, PROVIDED, HOWEVER, that this Order granting relief from stay is stayed so long as the Debtor timely makes full monthly payments in the amount of \$1,529.69 to the Movant beginning March, 2018, on or before the date upon which the monthly payment is

due, with a fifteen (15) day grace period. For the duration of this bankruptcy case, in the event that the Debtor fails to make any subsequent monthly payments to the Movant, then the stay of this Order shall be vacated and the automatic stay unconditionally lifted as it affects the interest of the Movant in said property upon the filing of an Affidavit of Default by Movant without further hearing or without entry of an additional Order. Such Affidavit of Default shall contain a statement of the default as supported by the creditor's own records.

The Debtors shall address the amount past due in the amount of \$10,554.78 as of February 9, 2018 in its Plan of Reorganization.

The Debtor agrees to provide the Movant with proof of insurance in connection with both the 1995 Ford E-350 Modular Ambulance and the 2000 Ford F-350 Modular Ambulance within twenty (20) days of the date of this Order. The Debtor's failure to insure these tow (2) vehicles shall constitute an event of default entitling the Movant to file an Affidavit of Default.

It is further ORDERED that the hearing which had been scheduled for Thursday, March 22, 2018 at 11:00 a.m. is CANCELLED.

---

The Honorable Thomas P. Agresti  
United States Bankruptcy Judge

CONSENTED TO:

QUINN, BUSECK, LEEMHUIS, TOOHEY  
& KROTO, INC.

By: /s/Michael S. JanJanin  
Michael S. Jan Janin, Esq.  
Pa. I.D. No. 38880  
2222 West Grandview Boulevard  
Erie, PA 16506-4508  
Phone: (814) 833-2222  
Fax: (814) 833-6753  
**Email: [mjanjanin@quinnfirm.com](mailto:mjanjanin@quinnfirm.com)**  
Attorneys for Movant, Hamlin Bank & Trust Company

KNOX LAW FIRM

By: /s/Guy Fustine  
Guy Fustine, Esquire  
120 West 10<sup>th</sup> Street  
Erie, PA 16501  
Phone No: (814)923-4850  
Fax No.: (814)453-4530  
**Email: [gfustine@kmgslaw.com](mailto:gfustine@kmgslaw.com)**  
Attorneys for Debtor, B.L. Gustafson, LLC  
d/b/a Priority Care Ambulance

#1108744